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FINCH et al. v. CAUSEY et al.

June 13, 1907.

[57 S. E. 562.]

1. Evidence—Admissions by Agent after Transaction.—Admissions by an agent who had negotiated a lease of premises for the owner thereof that he knew another claimed some interest in the leased premises, made after the lease had been entered into, were inadmissible in an action to rescind the lease on the ground that the lessor had been falsely represented to be the owner of the whole of the leased premises.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 20, Evidence, § 910.]

2. Principal and Agent—Implied Authority—Representations.—An owner of land is bound by the representations of her agent in negotiating a lease thereof.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 40, Principal and Agent, § 583.]

3. Same—Notice to Agent.—Where a lease for 40 years of a wife's land, negotiated by the husband, showed that she was the lessor, though her husband joined with her in signing the same, and the husband's authority was under a power of attorney of record authorizing him to lease her real estate for periods not exceeding 10 years, or to renew leases for terms not exceeding that time, notice to the husband of a defect in the title to a part of the leased premises and of lessees' intention to rescind was not notice to the wife.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 40, Principal and Agent, § 680.]

4. Same—Powers of Agent—Written Authority.—One dealing with an agent acting under written authority must take notice of the extent and limits of that authority.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 40, Principal and Agent, § 531.]

5. Landlord and Tenant—Cancellation—Right to Cancellation.—Where, after a defect in the title to a part of leased premises was known to them, lessees did not notify lessor thereof until they instituted a suit for rescission, more than 18 months after the defect was discovered, and immediately thereafter such outstanding interest was acquired for lessor's benefit, and the lessees were notified thereof, they were not entitled to have the lease rescinded.

MITCHEL v. CITY OF RICHMOND.

June 13, 1907.

[57 S. E. 570.]

1. Municipal Corporations—Gutters—Injury to Pedestrian—Liability.—Where, at night, a pedestrian left a sidewalk not obstructed